

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 6
2. Amendment/Modification No.  02	3. Effective Date  2007MAY31	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)		
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEC ELAINE NELSON (586)574-8284 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: ELAINE.NELSON1@US.ARMY.MIL		Code W56HZV	7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451  SCD B PAS NONE ADP PT HQ0339		
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  CNH AMERICA LIMITED LIABILITY 700 STATE STREET RACINE, WI 53404-3343  TYPE BUSINESS: Large Business Performing in U.S.			9A. Amendment Of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification Of Contract/Order No. W56HZV-05-D-0285/0004		
			10B. Dated (See Item 13) 2006NOV03		
Code 10988		Facility Code			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
ACRN: AA NET INCREASE: \$435,427.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: B

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) TOD V. MILLER TOD.V.MILLER@US.ARMY.MIL (586)574-6802	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2007MAY31

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-05-D-0285/0004 <b>MOD/AMD</b> 02	<b>Page</b> 2 <b>of</b> 6
<b>Name of Offeror or Contractor:</b> CNH AMERICA LIMITED LIABILITY		

SECTION A - SUPPLEMENTAL INFORMATION

Contract:	W56HZV-05-D-0285
Delivery Order:	0004
Modification:	02
Prior Total Amount:	\$ 898,429.00
Amount of this Modification:	\$ 435,427.00
New Total Delivery Order Amount:	\$1,333,856.00

The purpose of this Modification 02 to Delivery Order 0004 under to contract W56HZV-05-D-0285 is to:

1. Fund CLIN 2019AA, for the Add on Armor (AoA) effort on the High Mobility Engineer Excavator (HMEE Type III) for an additional \$435,427.00 for a total of \$1,333,856.00. This is the definitized amount per negotiations under PZ0009 of the basic contract.

This amount includes the following:

CLIN 2019AA:	Design and Development,
CLIN 2020:	Data Items:
	A035 Technical Information Report Trade-Off Analysis
	A036 Developmental Design Drawings/Models and Associated List
	A037 Product Drawings/Models and Associated List
	A038 Preparation of Digital Technical Information for Page-Based Technical Manuals
	A039 Integrated Master Schedule (IMS)
	A040 Safety Assessment Report

2. CNH America, LLC agrees to the following schedule:

Start of Work Meeting:	17 Nov 2006 - completed
PDR:	17 Nov 2006 - completed
CDR:	15 Dec 2006 - completed
Prototype (A kit) for ballistic and blast test:	16 Mar 2007 - completed
Prototype (A and B kit) for automotive test:	16 Mar 2007 - completed
Draft Install Instructions submitted to TACOM:	20 Dec 2006 completed
Contractor Support of Government Test:	31 July 2007

3. As a result of this modification, the total value of this delivery order is increased by \$435,427.00 from \$898,429.00 to \$1,333,856.00.

5. All other terms and conditions of the Basic Contract remains unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 0003 \*\*\*

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**Name of Offeror or Contractor:** CNH AMERICA LIMITED LIABILITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2019AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DESIGN AND DEVELOPMENT OF UP-ARMORED BHL</u></p> <p>NOUN: HMEE III/ARMOR DEVELOPMENT PRON: P166SC032T    PRON AMD: 03    ACRN: AA AMS CD: 654804H0100</p> <p>The contractor shall design and develop an Up-Armored Backhoe Loader (BHL) IAW Section C, Scope of Work, paragraph C.17.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001                          000000    3 <u>DEL REL CD</u>         <u>QUANTITY</u>                          <u>DEL DATE</u> 001                          1    31-AUG-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-05-D-0285/0004</p> <p>DELIVERED TO:</p> <p>Aberdeen Test Center Bldg 462A APG, MD. 21005 Attn: Joe Carabetta 410-278-5128</p> <p>(End of narrative F001)</p>	1	LO	\$ ** N/A **	\$ 1,333,856.00

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Name of Offeror or Contractor: CNH AMERICA LIMITED LIABILITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2020	<u>DATA ITEMS</u>  NOUN: DATA ITEMS FOR HMEE III SECURITY CLASS: Unclassified	1	LO	\$ ** NSP **	\$ ** NSP **
A035	TECHNICAL INFORMATION REPORT TRADE-OFF ANALYSIS PER CDRL A035 AND C.17.2.3	1	LO	\$ ** NSP **	\$ ** NSP **
A036	DEVELOPMENTAL DESIGN DRAWING/MODELS AND AND ASSOCIATED LIST PER CDRL A036 AND C.17.2.6	1	LO	\$ ** NSP **	\$ ** NSP **
A037	PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS PER CDRL A037 AND C.17.2.7	1	LO	\$ ** NSP **	\$ ** NSP **
A038	PREPARATION OF DIGITAL TECHNICAL INFORMATION FOR PAGE-BASED TECHINCAL MANUALS PER CDRL A038 AND C.17.2.9.1	1	LO	\$ ** NSP **	\$ ** NSP **
A039	INTEGRATED MASTER SCHEDULE (IMS) PER A039 AND C.17.3.1	1	LO	\$ ** NSP **	\$ ** NSP **
A040	SAFETY ASSESSMENT REPORT PER CDRL A040 AND C.10 & C.17.5  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination	1	LO	\$ ** NSP **	\$ ** NSP **

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
2019AA	P166SC032T 654804H0100	AA 2 6ZCC22	\$ 898,429.00	\$ 435,427.00	\$ 1,333,856.00
			NET CHANGE	\$ 435,427.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 62040000061C1C09P654804255Y S20113	W56HZV	\$ 435,427.00
NET CHANGE				\$ 435,427.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 898,429.00	\$ 435,427.00	\$ 1,333,856.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	21 060720400000 S20113 61C1C09654804H0100255Y 6ZCC22S20113 W56HZV

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<b>Name of Offeror or Contractor:</b> CNH AMERICA LIMITED LIABILITY		

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

(a) A firm-fixed price is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Beginning Alpha Effort:	03 November 2006
Submission of Proposal:	02 February 2007
Target Date for Final Audit:	30 April 2007
Target Date for Definitization:	01 June 2007

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$ 1,796,860.00.